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#### Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Educational Secretaries Association (2010) (MOA)**

Employer Name: **Honeoye Falls-Lima Central School District**

Union: **Honeoye Falls-Lima Educational Secretaries Association**

Local:

Effective Date: **07/01/2010**

Expiration Date: **06/30/2012**

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**AGREEMENT  
BETWEEN THE  
HONEOYE FALLS-LIMA SECRETARIAL ASSOCIATION and the  
SUPERINTENDENT OF SCHOOLS  
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
For the period from  
July 1, 2010 through June 30, 2012**

**20 Employees**

**PREAMBLE**

THIS AGREEMENT, made by and between the Superintendent of Schools of the Honeoye Falls-Lima Central School District (hereinafter referred to as the District) and the Honeoye Falls-Lima Educational Secretaries Association (hereinafter referred to as the "Association"),  
WITNESSETH:

**ARTICLE I  
RECOGNITION**

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for regularly employed non-instructional personnel employed by this District as defined in subparagraph C hereof.
- B. Such recognition shall extend unchallenged for the maximum period permitted by the Public Employees Fair Employment Act, Section 208(2).
- C. The bargaining unit is defined as all part-time and full-time secretarial and clerical employees of the District.

**ARTICLE II  
DUES DEDUCTION AND SALARY CHECKS**

- A. The District shall deduct from the wages or salaries of Association members and remit to the Association Treasurer the regular membership dues or other authorized deductions with a list of names from whom deductions were authorized by employees who have signed authorization forms directing such deduction or deductions. Dues deductions will be made over 20 consecutive payroll periods to coincide with dues deductions of the Honeoye Falls-Lima Education Association.
- B. All twelve (12) month employees will be paid in twenty-six (26) installments from July through June. All ten (10) month employees will be paid in twenty-one (21) installments from September through June.

**ARTICLE III  
EMPLOYEE BENEFITS**

**A. Health Insurance**

Commencing March 1, 2008 the District and employee contributions for Health Insurance will be based on the RASHP 2 Blue Point 2 Value Plan with the percentages being as follows:

Commencing 3/1/08:                      90% District; 10.0% employee

Effective July 1, 1998, the District agrees to pay for the cost of the Preferred Care 201.1 insurance program for unit members who retire from the District under the New York State Employees Retirement System, subject to Article III, Section J, Employee Pay and Pro-ration of Benefits, according to the schedule below.

15 years of District service	50% of premium cost
20 years of District service	75% of premium cost
25 years of District service	100% of premium cost

This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.

For unit members hired on or after July 1, 2004 the retirement benefit will be modified to provide the following benefits

At least 15 years of District service	50% of single plan premium for the number of years of District service.
At least 20 years of District service	70% of single plan premium for the number of years of District service.
At least 25 years of District service	90% of single plan premium for the number of years of District service.

A unit member who has less than 20 years of service as of July 1, 1998, may select Blue Cross Blue Shield Blue Million Medicare Supplement when she/he reaches the age of Medicare eligibility. When

the spouse of a retired unit member reaches the age of Medicare eligibility, he/she may select the Blue Cross Blue Shield Blue Million Medicare Supplement.

As of January, 1996 window, the District will provide for the enrollment of all unit members in the Preferred Care 201.1 Plan with the district paying 100% of the premium. If a unit member chooses to participate in another health care option, the unit member will pay the difference between the premium of the option and the premium of Preferred Care 201.1. The District will make available the Blue Choice Select option.

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

**B. Life Insurance**

The District will provide a \$35,000 Life Insurance Policy for all eligible unit members. This benefit will be over and above any such coverage provided for in the pension program.

**C. Medical Reimbursement Fund**

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The medical reimbursement fund will be:

2010-11	\$1,100
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**D. Flexible Spending Account**

The District will offer all unit members, effective January 1, 1993, the option of participating in a flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

**E. Retirement**

Membership in New York State Employees' Retirement System - Improved Career Retirement Plan under section 75-i with Unused Sick Leave (section 41-j) and the Minimum Death Benefit (section 60-b) provisions is required and/or available to bargaining unit members. Unit members may use up to two weeks of accumulated vacation in determining retirement benefits.

**F. Credit for Unused Sick Days**

1. An eligible bargaining unit member who is retiring, after 15 years or more of service within the District, will be granted a service raise equal to \$35.00 for any unused sick days, accumulated up to and during his/her final year of service. Normally, the retiring bargaining unit member must file a notice of intent to retire from the District six months in advance of the anticipated date of retirement. Only in unusual and generally unforeseen circumstances, such as sudden illness, change in family status, the unit member may file the notice of intent in less than the required six months. Payment will be made in one lump sum and included in the last check issued by the District prior to retirement. The estate of any unit member who dies while in service will receive \$35.00 for any unused sick days accumulated up to and during the final year of service.

**G. Vacations**

All 52 week bargaining unit members hired after September 1 will receive credit for one day of paid vacation for each month worked up until June 30. This vacation time becomes effective July 1 of the next fiscal year. During years one through five of continuous service, an employee shall have 10 vacation days.

Additional days of vacation will be granted after the fifth year of service by years of service as follows:

After five years of continuous service - 5 additional days for a total of 15 days

After ten years of continuous service - 10 additional days for a total of 20 days

Regardless of when a bargaining unit member commences work the first year, his/her period of work will be counted as one whole year toward service time, except employees hired after February 1st will not receive a whole year credit for a partial year's work.

For a part-time employee going to 52-week (full-time) employment, part-time service will be fully pro-rated for determining vacation allowance. Unit members employed for 48 weeks and for not less than 35 hours shall be permitted to use their vacation leave at times other than the four weeks not employed during the year.

Unit members will be permitted to carry over up to five (5) unused vacation days into the next school year. Days to be carried over must be requested in writing to the Director of Finance & Operations prior to June 30th.

**H. Holidays**

All 52-week bargaining unit members are eligible for fourteen (14) legal holidays to be fixed by the Superintendent in accordance with the general and school calendars.

**I. Paid Leaves of Absence**

- (1) Sick Leave: The employer will grant a total of 12 days of sick leave for any unit member hired on or after July 1, 2008 and 20 days to all other eligible bargaining unit members each

year of employment, cumulative until a maximum of 250 days is reached. Whenever any unit member reaches the cumulative maximum of 250 days, the District will credit the annual sick leave allotment in any subsequent year and will deduct sick days used during that year from the annual allotment first until such days are completely used before deducting from the cumulative days. Any days in excess of 250, up to 20 annually, will be compensated at \$35 per day at the end of each school year, payable in the first payroll in August. For bargaining unit members hired after the school year begins, sick leave will be paid on a pro-rated basis determined by the number of months worked as a percentage of the fiscal year. A physician's verification of illness may be required by the Superintendent, when absences appear to be excessive or for days in which sick leave is taken in conjunction with holidays or vacation days. Excessive absence will be determined by the Superintendent of Schools.

- (2) Personal Leave: An eligible bargaining unit member is granted two (2) days personal leave per year for the following reasons:

Legal obligations  
Religious obligations  
Family obligations

The applicant shall state personal leave as the reason for the request and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave shall not apply to the day before and the day after a holiday or vacation.

Special requests for additional personal days can be submitted to the Superintendent by route of the immediate supervisor and will be determined on a case by case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day or days should not be considered precedent for the granting of other requests.

- (3) Death in Family: Upon approval of the Superintendent of Schools, eligible bargaining unit members will be granted four (4) days of leave with full pay during each school year for the purposes of bereavement upon each death of a member of the employee's family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days shall mean four (4) work days. Such leave shall not be cumulative and shall not be charged against sick leave.

- (4) Family Illness or Emergency: Eligible bargaining unit members will be granted a maximum of three (3) days leave with full pay during each school year because of serious illness in his/her immediate family (mother, father, husband, wife, children). One of the days granted in this section may be used for personal leave.

- (5) Professional Leave: Any bargaining unit member may be granted professional leave on the recommendation of the Superintendent with pay and with reimbursement for reasonable expenses incurred.

Subject to administrative approval to assure appropriate staffing, each bargaining unit member will be permitted to use one (1) workday per year as a paid conference leave day. This day will be used by the unit member to attend a workshop, seminar, class, etc., for professional enrichment. Unit members will be reimbursed for conference day related expenses.

- (6) Jury Duty: Time off shall be granted for jury duty when a unit member is called for such duty. This time off shall be with pay except that the unit member shall return to the District the per diem rate paid to him/her for such jury duty. It is understood by the parties that moneys paid to the unit member for expenses incurred in the performance of said jury duty shall not be claimed by the District or returned to them.

- (7) Emergency Closing: When emergency conditions force the closing of school for students and faculty, a unit member shall not be required to report to work if the immediate supervisor does not report to work. The unit member will receive notification from the supervisor, whether or not to report to work, by telephone by 7:00 a.m. on the day school is closed for emergency reasons.

#### J. **Unpaid Leaves of Absence**

- (1) Parental Leave: Parental leave will be granted to bargaining unit members in recognition of both the needs of the unit members and the needs of the District.

Ordinarily, a parental leave will extend for at least a calendar year after the birth of the bargaining unit member's child. The maximum period of such a leave will be two years. The starting and ending dates for the leave will be determined after consultation with the bargaining unit member, the attending physician, the Building Principal, and the Superintendent. Among the factors considered are the recommendation of the bargaining unit member's physician, and the time of the school year.

Credit for increments on the salary schedule will not be allowed for years in which more than one-half (1/2) of the year is covered by parental leave without pay.

Application for parental leave must be filed with the Superintendent, for final action by the Board of Education.

(2) Personal Leave: Personal leave of absence without pay may be granted for personal reasons at the sole discretion of the Board.

(3) Military leave: A military leave for a unit member who enlists in the National Guard or who has been drafted or enlists into the Armed Forces of the United States and/or who is required to serve brief periods of service or training as a military reservist shall be treated in accordance with applicable federal and state laws.

**K. Tuition Reimbursement/Compensation for In-service**

Starting July 1, 1993, a unit member may select A or B, whichever provides the greater benefit:

A. Upon successful completion of any job related course of study approved in advance by the Superintendent, the District will reimburse a unit member for all tuition expenses and/or fees.

B. Unit members will be paid their regular hourly rate for each clock hour of in-service education occurring outside the regular work day approved in advance by the Superintendent.

**L. Employee Pay and Pro-Ration of Benefits**

All bargaining unit members are entitled to participate in the benefits provided herein on a pro-rated basis determined as outlined below. For the purposes of a unit definition, a full-time employee is defined as an employee regularly employed for 52 weeks per year and working 35 or more hours per week. All other employees within the bargaining unit are classified as part-time employees and they are paid at their normal rate and for the hours worked.

52 Week Personnel	35 or more hours per week	All benefits
52 Week Personnel	More than 28 but less than 35 hours per week	All benefits but proration of 75% of hospitalization insurance, sick leave, vacations and holidays
48 week personnel	35 or more hours per week	All benefits but prorated at 92%
38 weeks but less than 52 weeks	30 hours or more per week	All benefits except vacation, but proration of 75% of hospitalization insurance, and sick leave
38 Weeks but less than 52 weeks	20 hours or more per week	All benefits except vacations and holidays, and proration of 50% of hospitalization insurance and sick leave
All other personnel		No Benefits

Pro-rationing, pursuant to paragraphs above, shall apply to unit members hired after July 1, 1977.

**ARTICLE IV  
SALARIES AND WAGES**

**A. Salary Increases**

The District will pay to unit members wage increases of 1.90% plus \$0.15 per hour on average over individual wage rates of the previous fiscal year; distributed according to the attached table (Appendix A)

If a unit member reaches a break between tiers anytime during the term of the contract (ex. 10 years, 18 years), the unit member will move to the higher tier.

Minimum entry rates by job title shall be as listed in Appendix A and shall remain the same as the 2009-10 entry rates.

It is understood that some extra work must and will be performed without compensation. Therefore, the parties agree to assign each unit member compensatory time. This time will be taken in not less than one-hour blocks each day during the Christmas, spring and winter recess as well as during the summer recess. Total compensatory time shall not exceed 50 hours in any fiscal year. The specific time during the workday that a unit member will be released will be determined between the unit member and his/her immediate supervisor. Note: The association suggests that the current absence and leave form be used for the purpose of recording compensatory time. The parties will develop a system to monitor the amount of hours accumulated and develop specific recommendations to reduce the number of uncompensated hours.

**B. Overtime**

Overtime is granted upon prior approval of the immediate supervisor to bargaining unit members at one-and-a-half times their regular rate of pay. Overtime is considered to be any time in excess of 37.5 hours per week.

C. **Emergency and Holiday Work**

Should a bargaining unit member be requested to work on an emergency basis on a day said employee is otherwise not scheduled to work, or be requested to work on a holiday, said employee shall be paid at double time for a minimum of four hours or for the number of hours actually worked, whichever shall be greater. The state of emergency is to be determined by the Superintendent of Schools, and Holiday Work pertains to legal holidays as outlined by the Superintendent of Schools for each school year.

D. **Six-Month Salary Review**

A new bargaining unit member will be reviewed at the end of six (6) months of employment, at which time the District may at its sole discretion adjust upward the salary of said employee by 5% on the hourly wage or one (1) step on the salary schedule, whichever is greater.

E. **Hours**

The work year for full-time secretarial personnel is based upon 1,950 hours. Effective July 1, 1990, full-time secretarial personnel will be expected to work a regular work day (7 1/2 hours) during the entire work year, but during the student recesses they may choose to begin their work day as early as 7 a.m.

F. **Longevity**

1. Hourly Increments

The following hourly longevity increments will be paid:

	<u>2010-11</u>
5 years of service	40¢
10 years of service	45¢
15 years of service	50¢
20 years of service	55¢
25 years of service	60¢

2. **Anniversary Date**

The first year of longevity eligibility at each benchmark will be prorated from the unit member's anniversary date of hire to the next July 1<sup>st</sup> and paid in the first payroll of July.

G. **Salary Payments**

Salary payments will be by direct deposit to an account designated by the employee.

## ARTICLE V GRIEVANCE PROCEDURE

- A. A grievance is a claim by a bargaining unit member, or a group of unit members, that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- B. The grievant will first take the matter up informally and in writing with his/her immediate supervisor. The grievant may be accompanied by a representative of his/her choice. Such informal contact must be made within twenty (20) work days of the event or occurrence giving rise to the claimed grievance. Within five (5) work days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee.
- C. After the supervisor's written response, and if the Association finds the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from the President of the Association, with the signature of the President attached to the grievance, within the next 15 work-day period. Information as to the nature of the grievance and its resolution shall be available to the Association.
- D. If the grievance is not resolved within five (5) work days, it shall be submitted by the grievant and the President of the Association to the President of the Board of Education at the District Office within the next 10 work-day period. The Board of Education shall hold a hearing on the grievance within the next 30 day period. Within 10 work days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.
- E. If, after the Board of Education hearing, the employee and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) work days after receiving the Board of Education's decision.
- F. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- G. Each party shall be responsible for costs of its own representation and presentation, and the parties shall share equally arbitrator's fees and cost of the meeting room if any.
- H. Since it is important to good relationships that grievance be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedures within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

- I. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

## ARTICLE VI EVALUATION AND JOB SECURITY

### A. **Evaluation**

- (1) The work performance of all unit members shall be evaluated annually by their administrator. The administrator may gain input from the immediate supervisor regarding performance of the unit member.
- (2) Unit members shall, upon request, be given a copy of any evaluation report prepared by their supervisor.
- (3) Unit members shall review each evaluation and attest to his/her review of the evaluation by affixing his/her signature to all copies for the file. Unit members shall also have the right to submit a written response within 30 days of their review of the evaluation with their immediate supervisor for attachment to the evaluation. Said evaluation shall be placed in a unit member's personnel file upon his/her refusal to affix his/her signature with notation by the supervisor to that effect.
- (4) A unit member shall have the right to review the contents of his/her personnel file and, from the date of this contract, copies of any material added to the personnel file will be provided for the unit member, at the request of the unit member, with the exception of recommendations of a confidential nature. The unit member will have the right to attach any written statement about any such materials added to the file.

### B. **Job Security:** As outlined in the Monroe County Civil Service Regulations

### C. **Seniority:**

- (1) **DEFINITION:** Seniority is defined as the length of an employee's continuous service from the date of regular employment within the District.
- (2) **FILLING VACANCIES:**
  - (a) Current secretarial staff members will be given first consideration as openings occur if their qualifications are equal or better than other candidates.
  - (b) All position openings shall be posted for five (5) days prior to the time that the District takes action to fill the position. Unit members who apply will be given first consideration before the applications of non-unit members are considered.
- (3) **LAYOFF:** Layoff or necessary reduction in work hours shall be by seniority within each job classification beginning with the least senior employee.
- (4) **RECALL:** Unit members caught in a layoff will be recalled in reverse order of layoff.

### D. **Reclassification of Position**

In order to register a request that a position be considered for reclassification, the employee shall write a letter describing in clear detail the claimed changes in the duties and responsibilities of the position to which the employee is assigned which that employee feels justifies a reclassification.

The letter shall be submitted to the employee's immediate supervisor for review of substance of the claimed changes. This letter with the immediate supervisor's comments and analysis shall be forwarded to the Assistant Superintendent and a copy shall be forwarded to the President of the Association.

The Assistant Superintendent shall review the letter and shall discuss the substance of the letter with the employee's supervisor and the employee. The Assistant Superintendent shall record his comments and analysis on the letter and forward to the Superintendent of Schools.

The Superintendent's decision shall be final. The entire procedure should be completed no later than thirty working days from its inception.

If this is a new job classification it will be subject to approval by the Monroe County Civil Service Commission.

An employee's administrator may initiate reclassification of a secretarial position following the above procedures.

## ARTICLE VII SAVINGS CLAUSE

In the event that any article or section of this Agreement shall be determined by a court of competent jurisdiction to be null, void and unenforceable, such decision shall not effect any of the other conditions of this Agreement, which shall continue to be in full force and effect.

**ARTICLE VIII  
PROVISIONS REQUIRED BY LAW**

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.
- B. This Agreement shall be deemed to include any and all other language and provisions required by law, and is not intended to modify or abrogate any of the duties of either party required by law.

**ARTICLE IX  
ENTIRE AGREEMENT**

The foregoing represent the entire Agreement between the parties and is hereby affirmed to be the collective bargaining agreement between the parties. Any terms and conditions of employment or benefits provided prior to the effective date of this Agreement are hereby rescinded, and all terms and conditions of employment and benefits provided are governed by the terms of this Agreement.

**ARTICLE X  
REPRISALS**

There shall be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in any of its activities.

**ARTICLE XI  
ASSOCIATION USE OF FACILITIES**

The Association shall be permitted to use District facilities as it has in the past. In a year when the District is on a contingency budget, the Association shall use the facilities under the same terms and conditions as any other District organization when such use begins after 6 p.m.

**ARTICLE XII  
NEGOTIATION PROCEDURES**

1. The conditions and provisions of the contract remain in effect for a three-year period beginning with the 2007-08 school year and continuing through the 2009-10 school year. Upon written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request.
2. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representative be clothed with all necessary power and authority to make proposals, consider proposals, and to reach compromises in the course of negotiations.
3. The Association shall have the right, upon request, to see and copy (at no expense to the District), during regular working hours of the District Business Office, any public financial and budgetary information of the District. Further, both parties shall furnish each other, upon request, all other available information pertinent to the issues under consideration.
4. Copies of the final agreement shall be distributed to all unit members on the first day of school in September or four weeks after its execution, whichever date is later. Unit members who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The employer will supply the Association President with 25 additional copies of the agreement.

IN WITNESS WHEREOF, we hereunto set our signatures this \_\_\_\_\_ day of September 2010 at the District Office.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alecia Barker, President  
On Behalf of the Honeoye Falls-Lima Secretaries Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Kavanaugh, Superintendent of Schools  
On Behalf of the Honeoye Falls-Lima Secretaries Association



## APPENDIX A

**SALARY INCREASE FOR 2010-11**

The District will pay to unit members wage increases of 1.90% plus \$0.15 per hour on average over individual wage rates of the 2009-10 school year; distributed according to the following table

**TIER 1 (1 - 4 Years)**

Clerk	\$160.00
Secretary III	\$185.00

**TIER 2 (5 – 9 Years)**

Secretary III	\$210.00
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**TIER 3 (10 – 14 Years)**

Clerk	\$235.00
Secretary III	\$260.00
Secretary II	\$285.00
Administrative Assistant	\$310.00

**TIER 4 (15 – 18 Years)**

Clerk	\$335.00
Secretary III	\$360.00
Secretary II	\$385.00

**TIER 5 (20 + Years)**

Clerk	\$410.00
Secretary II	\$435.00

**MINIMUM ENTRY RATES****2010-11**

	<b>Title</b>	<b>Hourly Rate</b>
Entry	Materials Processing Clerk	\$ 8.50
Entry	Clerk-Typist	9.00
Entry	Secretary III	9.75
Entry	Steno/Secretary II/Account Clerk	10.25
Entry	Bookkeeper	11.00
Entry	Administrative Assistant	14.50

**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT AND THE  
HONEOYE FALLS-LIMA EDUCATIONAL SECRETARIES ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Educational Secretaries Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Educational Secretaries Association the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

1. The collective bargaining agreement between the District and the Association dated July 1, 2007 through June 30, 2010 does not specify a work week. However, unit members typically work a Monday through Friday schedule, six to eight hours daily.
2. The unit members will work their normal Monday through Friday work week hours in one of three ways based on the unit members choice: a) a compressed four-day per week schedule, Monday through Thursday for the period of June 28, 2010 through August 27, 2010 only; or b) a regular four day Monday through Thursday work schedule using every Friday as a vacation day for the period of June 28, 2010 through August 27, 2010 only or c) a regular four day Monday through Thursday work schedule using every Friday as an unpaid day for the period of June 28, 2010 through August 27, 2010 only.
3. The Association agrees to amend Article IV, Section C, overtime compensation from 37.5 hours per week to 40 hours per week.
4. Article IV, Section D, a non-work day is defined as the day the District is closed over the summer or the Friday the unit member chose to use as a vacation or unpaid day.
5. Article IV, Section F, where a unit member is allowed to choose during a recess to work at 7:00 a.m. is modified to require work hours Monday through Thursday at the time required by the District. If the unit member chooses option b or c above in paragraph 2, the unit member could chose to work at 7a.m.
6. Article VI, Section C, is amended to include the day the District is closed as a non-work day or the Friday the unit member chose to use as a vacation or unpaid day. If a unit member is called that day, he/she is eligible for overtime provided the number of hours that day puts the member into an overtime situation.
7. The remaining definitions of seniority, proration of benefits for purposes of number of hours worked, and full-time or part-time employee, will be unaffected by this temporary arrangement unless the unit member chooses options c in paragraph 2 above where unpaid days can impact seniority.
8. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
9. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
10. This agreement is in no way precedent setting.
11. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
12. Both parties enter this agreement, knowingly, freely, and without coercion.
13. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
14. This agreement is temporary for the period of June 28, 2010 through August 27, 2010 and will sunset and expire on August 27, 2010 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this \_\_\_\_ day of May, 2010 intending to be legally bound.

5/28/10

Date

Michelle Kavanaugh, Ed.D, Superintendent

5/28/10

Date

Alecia Barker, President, HFL Secretaries

**Memorandum of Agreement**  
**between the**  
**Superintendent of Schools**  
**of the**  
**Honeoye Falls-Lima Central School District**  
**and the**  
**Honeoye Falls-Lima Secretarial Association**

IT IS HEREBY UNDERSTOOD AND AGREED, that for the school fiscal year commencing July 1, 2010 and ending June 30, 2011, the District will pay to unit members wage increases of 1.90% plus \$0.15 per hour on average over individual wage rates of the previous fiscal year; distributed according to the attached table; that the Agreement between the Superintendent of Schools and the Honeoye Falls-Lima Secretarial Association for the period from July 1, 2007 through June 30, 2010 is amended as itemized below; and all other terms and conditions of the Agreement not expressly amended will continue in full force and effect for the period ending June 30, 2010.

**ARTICLE IV – SALARIES AND WAGES**

A. Salary Payments

Salary payments will be by direct deposit to an account designated by the employee.

**IT IS ALSO UNDERSTOOD AND AGREED**, that the position currently held by unit member Elizabeth Ramsdell will be increased to eleven (11) months per year (238 days) and 7.5 hours per day, effective upon ratification of this agreement by both parties and through June 30, 2011. This agreement shall not limit or impair the District's management rights to assign and reassign any individuals within the unit to positions, or to increase or decrease the work year or work day of positions within the unit, based on the District's determination of appropriate staffing levels in subsequent fiscal years.

\_\_\_\_\_  
Date

\_\_\_\_\_  
On behalf of the Honeoye Falls-Lima  
Secretarial Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Kavanaugh, Superintendent  
Honeoye Falls-Lima Central School District

SALARY INCREASE FOR 2010-11

1		
2		
3	<u>TIER 1 (1 - 4 Years)</u>	
4	Clerk	\$160.00
5	Secretary III	\$185.00
6		
7	<u>TIER 2 (5 – 9 Years)</u>	
8	Secretary III	\$210.00
9		
10	<u>TIER 3 (10 – 14 Years)</u>	
11	Clerk	\$235.00
12	Secretary III	\$260.00
13	Secretary II	\$285.00
14	Administrative Assistant	\$310.00
15		
16	<u>TIER 4 (15 – 19 Years)</u>	
17	Clerk	\$335.00
18	Secretary III	\$360.00
19	Secretary II	\$385.00
20		
21	<u>TIER 5 (20 + Years)</u>	
22	Clerk	\$410.00
23	Secretary II	\$435.00
24		

**Memorandum of Agreement  
between  
Honeoye Falls-Lima Educational Secretaries Association:  
and the  
Superintendent of Schools**

Whereas the Association and the Superintendent have met and discussed their respective interests concerning a successor Agreement to their Agreement currently in effect for the term July 1, 2010 to June 30, 2011; and

Whereas the Association and the Superintendent desire to maintain the economic status quo for the 2011-2012 school year;

It is hereby agreed:

1. The Agreement for the term July 1, 2010 to June 30, 2011 is hereby extended for one year to June 30, 2012, with all terms and conditions contained therein remaining in effect, except as hereinafter expressly provided.
2. In the 2011-2012 school year, the base hourly wage of each unit member will be increased by 1% over the 2010-2011 base hourly wage.
3. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the extended term of the current Agreement on June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

4/4/11

Date

Michelle Kavanaugh, Ed.D, Superintendent

4/4/11

Date

Alecia Barker, President  
Honeoye Falls-Lima Secretaries

**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATIONAL SECRETARIES ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Educational Secretaries Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Educational Secretaries Association the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

1. The collective bargaining agreement between the District and the Association dated July 1, 2010 through June 30, 2012 does not specify a work week. However, unit members typically work a Monday through Friday schedule, six to eight hours daily.
2. The unit members will work their normal Monday through Friday work week hours in one of three ways based on the unit members choice: a) a compressed four-day per week schedule, Monday through Thursday for the period of June 27, 2011 through August 26, 2011 only; or b) a regular four day Monday through Thursday work schedule using every Friday as a vacation day for the period of June 27, 2011 through August 26, 2011 only or c) a regular four day Monday through Thursday work schedule using every Friday as an unpaid day for the period of June 27, 2011 through August 26, 2011 only.
3. The Association agrees to amend Article IV, Section C, overtime compensation from 37.5 hours per week to 40 hours per week.
4. Article IV, Section D, a non-work day is defined as the day the District is closed over the summer or the Friday the unit member chose to use as a vacation or unpaid day.
5. Article IV, Section F, where a unit member is allowed to choose during a recess to work at 7:00 a.m. is modified to require work hours Monday through Thursday at the time required by the District. If the unit member chooses option b or c above in paragraph 2, the unit member could chose to work at 7a.m.
6. Article VI, Section C, is amended to include the day the District is closed as a non-work day or the Friday the unit member chose to use as a vacation or unpaid day. If a unit member is called that day, he/she is eligible for overtime provided the number of hours that day puts the member into an overtime situation.
7. The remaining definitions of seniority, proration of benefits for purposes of number of hours worked, and full-time or part-time employee, will be unaffected by this temporary arrangement unless the unit member chooses options c in paragraph 2 above where unpaid days can impact seniority.
8. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
9. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
10. This agreement is in no way precedent setting.
11. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
12. Both parties enter this agreement, knowingly, freely, and without coercion.
13. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
14. This agreement is temporary for the period of June 27, 2011 through August 26, 2011 and will sunset and expire on August 27, 2011 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this \_\_\_\_\_ day of May, 2011 intending to be legally bound.

5/20/11

Date

Michelle Kavanaugh, Ed.D, Superintendent

5/20/11

Date

Alecia Barker, President, HFL Secretaries

**Memorandum of Agreement  
Between  
Honeoye Falls-Lima Secretarial Association  
and the Superintendent of Schools**

Whereas the Association and the Director of Finance have met and discussed their respective interests concerning the annual number of pays in effect for the term July 1, 2011 to June 30, 2012; and

1. It is hereby agreed that there has been a vote of the association members and a decision has been reached to accept 27 equal pays.
2. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the current Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Kavanaugh, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Representative

**Memorandum of Agreement**  
**Between the Honeoye Falls-Lima Central School District and the**  
**Honeoye Falls-Lima Educational Secretaries Association**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Educational Secretaries Association have agreed to a collective bargaining agreement effective from July 1, 2010 through June 30, 2012; and

WHEREAS, both the District and the Association agree that a full-time unit member's work year is 260 days; and

WHEREAS, the Association has expressed a concern that based on the calendar certain work years for 12 month, unit members have more than 260 work days; and

THEREFORE, the District agrees in this instance:

1. That certain school years have more than 260 days of work and that the established practice of basing the work year on 260 days must be amended, so that wages are calculated on the actual number of work days that occur each year.
2. That this amendment of wage calculation will be applied to wages for the 2011-2012 year and all future years for 12 month unit members.
3. That each year, beginning with the 2011-2012 work year, the Association President and the Superintendent, or the designee of the Superintendent, will meet in May or earlier each year for the purpose of determining the number of work days for the upcoming work year, beginning July 1 of each year, as it applies to full-time unit members.
4. That the agreed to number of work days by the Association President of and the Superintendent, or the designee of the Superintendent, will be reflected on the Action Sheets provided by the District to full-time 12 month unit members each year.
5. That the District will provide current full-time unit members/employees, who have worked for the district since July 1, 2009 only, the following options, of which unit members may choose one (1):
  - a) Twenty hours of compensation taken as floating holidays; these days must be used within two (2) years from the date of this agreement and will be in addition to the unit member's contractual holidays.
  - b) Sixteen hours of compensation taken as money; these days will be paid in one separate check or included as a separate, additional amount in a regular paycheck on a date mutually agreed to by the District and the Association.
6. That the District will provide current full-time unit members/employees, who have worked for the district since July 1, 2010 only, the following options, of which unit members may choose one (1):
  - a) Ten hours compensation taken as floating holidays; these days must be used within one (1) year from the date of this agreement and will be in addition to the unit member's contractual holidays.
  - b) Eight hours compensation taken as money; this day will be paid in one separate check or included as a separate, additional amount in a regular paycheck on a date mutually agreed to by the District and the Association.
7. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the current Agreement.

\_\_\_\_\_  
 Superintendent  
 Honeoye Falls-Lima Central School

\_\_\_\_\_  
 President  
 Honeoye Falls-Lima Secretarial Association

\_\_\_\_\_  
 9/1/11  
 Date Signed

\_\_\_\_\_  
 8/23/11  
 Date Signed



**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATIONAL SECRETARIES ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Educational Secretaries Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Educational Secretaries Association the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

15. The collective bargaining agreement between the District and the Association dated July 1, 2010 through June 30, 2012 does not specify a work week. However, unit members typically work a Monday through Friday schedule, six to eight hours daily.
16. The unit members will work their normal Monday through Friday work week hours in one of three ways based on the unit members choice: a) a compressed four-day per week schedule, Monday through Thursday for the period of June 25, 2012 through August 31, 2012 only; or b) a regular four day Monday through Thursday work schedule using every Friday as a vacation day for the period of June 25, 2012 through August 31, 2012 only or c) a regular four day Monday through Thursday work schedule using every Friday as an unpaid day for the period of June 25, 2012 through August 31, 2012 only.
17. The Association agrees to amend Article IV, Section C, overtime compensation from 37.5 hours per week to 40 hours per week.
18. Article IV, Section D, a non-work day is defined as the day the District is closed over the summer or the Friday the unit member chose to use as a vacation or unpaid day.
19. Article IV, Section F, where a unit member is allowed to choose during a recess to work at 7:00 a.m. is modified to require work hours Monday through Thursday at the time required by the District. If the unit member chooses option b or c above in paragraph 2, the unit member could chose to work at 7a.m.
20. Article VI, Section C, is amended to include the day the District is closed as a non-work day or the Friday the unit member chose to use as a vacation or unpaid day. If a unit member is called that day, he/she is eligible for overtime provided the number of hours that day puts the member into an overtime situation.
21. The remaining definitions of seniority, proration of benefits for purposes of number of hours worked, and full-time or part-time employee, will be unaffected by this temporary arrangement unless the unit member chooses options c in paragraph 2 above where unpaid days can impact seniority.
22. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
23. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
24. This agreement is in no way precedent setting.
25. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
26. Both parties enter this agreement, knowingly, freely, and without coercion.
27. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
28. This agreement is temporary for the period of June 25, 2012 through August 31, 2012 and will sunset and expire on August 31, 2012 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this \_\_\_\_ day of February, 2012 intending to be legally bound.

\_\_\_\_\_  
Dr. Michelle Kavanaugh on behalf of the  
Honeoye Falls-Lima Central School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alecia Barker, Association President

\_\_\_\_\_  
Date